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1 attached hereto as Exhibit "A" and made a part hereof.

2 SECTION 2. TERM.

3 A. Effective April 27, 2012, Employee agrees to fulfill the functions and duties of
4 Public Works Director of the City of Riverside.

5 B. Services provided by Employee shall commence on April 27, 2012, and shall
6 continue upon such terms and conditions as set forth herein and as may be mutually negotiated
7 by amendment to this Agreement.

8 C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right
9 of the City Manager to terminate the services of Employee at any time subject only to the
10 provisions set forth in Section 3., below.

11 D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right
12 of Employee to resign at any time from the position as Public Works Director, subject only to
13 the provisions set forth in Section 3., below.

14 E. Employee agrees to remain in the exclusive employ of the City Manager on
15 behalf of the City, and neither to accept other employment nor to become employed by any other
16 Employer until this Agreement is terminated. Notwithstanding, Employee may engage in
17 secondary employment or business activity in accordance with Personnel Policy and Procedure
18 Manual Section I-10 and upon authorization by the City Manager.

19 SECTION 3. TERMINATION/MODIFICATION.

20 A. Employee understands, acknowledges and agrees that pursuant to Section 2.C.,
21 above, the City Manager may terminate this Agreement at any time with or without cause or
22 advance notice by the City Manager. The City Manager shall only be required to provide written
23 notice to Employee as to the effective date of said termination.

24 B. In the event this Agreement is terminated, Employee agrees to immediately
25 surrender the position of Public Works Director; any and all writings containing information
26 relating to the conduct of the City's business prepared, owned, used or retained by Employee
27 regardless of physical form or characteristics; and any and all equipment, tools, or other
28 materials of whatever nature provided to Employee by City in Employee's capacity of Public

1 Works Director. Employee shall be entitled to receive payment for all hours worked, any
2 holiday pay due and owing, all vacation hours accrued to the date of termination and any
3 deferred compensation contributions made by Employee (including contributions by the
4 employer on behalf of the Employee).

5 C. In the event Employee desires to terminate this Agreement during such time as
6 the City Manager desires Employee to continue in the capacity of Public Works Director, then,
7 in that event, Employee agrees to provide the City Manager with two (2) weeks prior written
8 notice of said termination.

9 D. In the event City Manager desires to terminate this Agreement during which time
10 Employee is ready, willing and able to perform the functions and duties set forth herein, then in
11 that event, City Manager agrees to provide Employee with severance pay representing one (1)
12 month's salary (exclusive of fringe benefits) for each year of service to the City up to a
13 maximum of six (6) month's salary.

14 E. The City Manager has the right to modify or alter Employee's position, with or
15 without cause or advance notice, through actions other than termination, such as demotion or
16 transfer.

17 F. No City representative has authority to agree to anything contrary to employment
18 at-will unless it is specific, in writing, and signed by the City Manager.

19 SECTION 4. SALARY.

20 A. City agrees to pay Employee pursuant to the salary range of the classification
21 "Public Works Director" as set forth in Riverside City Council Resolution No. 21052 as the same
22 now exists or may hereafter be amended. Effective April 27, 2012, Employee shall receive an
23 annual salary of *One Hundred Eighty One Thousand Eight Hundred Thirty Six Dollars*
24 (\$181,836.00) payable in the same manner and time as are all other employees of City.

25 SECTION 5. FRINGE BENEFITS.

26 A. Effective April 27, 2012, Employee shall accrue vacation leave at the rate of 7.70
27 hours per pay period as said pay periods are established by City.

1 B. Effective April 27, 2012, Employee shall accrue sick leave at the rate of 3.70
2 hours per pay period as said pay periods are established by City.

3 C. All actions taken by City relating to fringe benefits as hereinafter defined shall be
4 considered actions including and applying to Employee. The term "fringe benefits", as used
5 herein are set forth in City's Personnel Policy and Procedure Manual and the Fringe Benefits and
6 Salary Resolution No. 21052, as the same now exists or hereafter may be amended, and include
7 vacation and sick leave, holidays, retirement (PERS) benefits and payments, health, dental and
8 life insurance, and deferred compensation. In addition, City shall make available a long-term
9 disability insurance plan for Employee, as the same is provided to other City employees in the
10 executive management ranges.

11 D. Employee understands, acknowledges and agrees that the position of Public
12 Works Director is commensurate with an exempt employee under the Fair Labor Standards Act,
13 and shall not be entitled to receive any overtime pay, compensatory time, or other premium pay
14 or compensation, except as may be provided by the above-cited Personnel Policy.

15 SECTION 6. PERFORMANCE EVALUATION.

16 The City Manager may evaluate Employee's performance after the first six (6) months
17 and thereafter on or about the anniversary date of the effective date of this Agreement. Every
18 year the City Manager and Employee may, in addition, set goals and objectives for the ensuing
19 year.

20 SECTION 7. AUTOMOBILE ALLOWANCE/PARKING

21 Employee shall receive an automobile allowance of *Three Hundred Fifty Dollars*
22 *(\$350.00)* per month or as may be modified in the future. Employer shall also provide parking at
23 no cost to Employee.

24 SECTION 8. OTHER TERMS AND CONDITIONS.

25 The City Manager, in consultation with Employee, may fix such other terms and
26 conditions of employment as they may determine from time to time, relating to the duties and
27 performance of Employee, provided such terms and conditions are not inconsistent with or in
28 conflict with the provisions of this Agreement, the City's Charter, Municipal Code or any law,

1 ordinance, resolution or regulation. The City Manager can exercise his/her discretion in
2 imposing discipline short of termination when, in his/her sole discretion, he/she deems it
3 appropriate.

4 SECTION 9. NOTICES.

5 Notices pursuant to this Agreement shall be given by deposit in the custody of the United
6 States Postal Service, postage prepaid, addressed as follows or as such address may be changed
7 from time to time upon notice to the other:

8 City: City Manager
9 City of Riverside
10 3900 Main Street
11 Riverside, CA 92522

12 Employee: Thomas J. Boyd
13 

14 SECTION 10. NONDISCRIMINATION.

15 Pursuant to Section 6.26.055 of the Riverside Municipal Code as the same now exists or
16 hereafter may be amended, Employer agrees not to discriminate in the performance of
17 Employee's functions and duties on the grounds of or because of race, color, creed, national
18 origin, ancestry, age, sex, sexual orientation or disability, including the medical condition of
19 Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto.

20 SECTION 11. ENTIRE AGREEMENT.

21 This Agreement contains the entire agreement between the parties hereto. No promise,
22 representation, warranty or covenant not included in this Agreement has been or is relied on by
23 any party hereto. This Agreement supersedes all prior oral or written agreements about the
24 nature of the employment relationship between the City and Employee.

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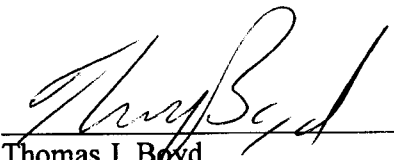
SECTION 12. ASSIGNMENT.


THIS AGREEMENT is not assignable by either City or Employee.

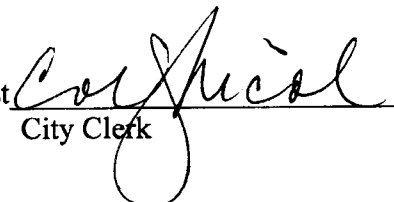
IN WITNESS WHEREOF, City and Employee have caused this Agreement to be
executed on the day and year first above written.

"EMPLOYEE"

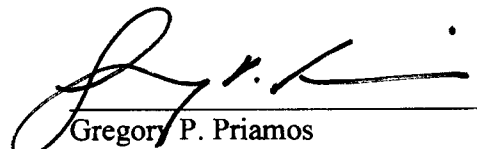
CITY OF RIVERSIDE


Thomas J. Boyd


Scott C. Barber
City Manager

Attest 
City Clerk

Approved as to Form:


Gregory P. Priamos
City Attorney

[04-1355.339]

7400

CITY OF RIVERSIDE
HUMAN RESOURCES DEPARTMENT
CLASSIFICATION SPECIFICATION

12/12/11

Revised

TITLE: PUBLIC WORKS DIRECTOR (NON-CLASSIFIED)

DEFINITION

Under executive direction, to plan, direct and review the activities of the divisions comprising the Public Works Department; to provide professional and technical staff assistance; to perform the statutory duties of City Engineer; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the executive level classification in the Public Works Department. Positions designated as Non-Classified are exempt from the classified service. The incumbent shall be appointed "at-will" and serve at the pleasure of the City Manager.

REPORTS TO: City Manager and/or Assistant City Manager

SUPERVISION RECEIVED AND EXERCISED

Receives executive direction from the City Manager and/or Assistant City Manager. Exercises managerial direction over executive, administrative, professional, and administrative support staff.

EXAMPLES OF DUTIES

Typical duties may include, but are not limited to, the following:

- Direct and participate in the development and implementation of the City's goals, objectives, policies and procedures.
- Plan, direct, and review all public works engineering activities including all phases of design, surveying and inspection.
- Plan, direct, and review transportation and traffic engineering activities.
- Confer with and advise supervisory assistants on problems related to the design and construction of public works systems, the interpretation and enforcement of construction specifications, and the design and operation of traffic systems.
- Review plans, engineering reports, budget estimates and proposed ordinances submitted by division heads.
- Review and sign plans for public works improvements.
- Act as technical advisor to the City Manager and City Council on public works, engineering and traffic matters.
- Supervise and participate in the preparation of the capital improvement program and budget.
- Respond to and resolve difficult citizen inquiries and complaints.
- Select and direct professional engineering consultants.
- Supervise and participate in the preparation and management of the department budget.
- Coordinate public works activities with other City departments and with outside agencies.
- Select, supervise, train and evaluate professional, technical and administrative support subordinates.

EXHIBIT A

QUALIFICATIONS

Knowledge of:

- State of California engineering and administration principles and practices as applied to the design and construction of public works facilities and technical inspection services.
- Methods, materials and techniques employed in public works construction.
- Principles and practices of strategic management and planning.
- Recent developments, current literature and sources of information in municipal public works administration in the State of California.
- Principles of organization, management, budget, and personnel management.
- Various financing mechanisms for enterprise operations and rate setting principles.

Ability to:

- Organize, direct, and coordinate the activities of a moderately large department in a manner conducive to full performance and high morale.
- Work effectively and develop positive relationships with a diverse population and cultures.
- Delegate authority and responsibility; schedule and program work on a long-term basis.
- Communicate clearly and concisely, orally and in writing.
- Select, supervise, train and evaluate subordinates.
- Participate as a team player and collaborate with other departments and agencies.
- Operate a personal computer and relevant software.
- Generate new and creative ideas as a result of visionary and strategic thinking.

Education and Experience:

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education: A Bachelor's Degree from an accredited college or university with major course work in civil, mechanical, or electrical engineering or a related field. A Master's degree in a related field is highly desirable. Possession of a Certificate of Registration as a Professional Civil, Mechanical or Electrical Engineer in the State of California is highly desirable.

Experience: Ten years of professional engineering and managerial experience in the field of public works, or equivalent engineering and construction organization.

MEDICAL CATEGORY: Group 4

NECESSARY SPECIAL REQUIREMENT

Possession of an appropriate, valid class "C" California Motor Vehicle Operator's License.

CAREER ADVANCEMENT OPPORTUNITIES

FROM: Public Works Director

TO: Assistant City Manager
Public Utilities Director